

Form 210A (12/09)

United States Bankruptcy Court

Central _____ District Of Utah _____

In re VS Fox Ridge, LLC _____, Case No. 12-28001 _____

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

TM Assets, LLC
Name of Transferee

Name and Address where notices to transferee should be sent:
1155 East 2100 South STE 636
Salt Lake City, UT 84106

Phone: _____
Last Four Digits of Acct #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

Julie Sandlin, Kinnon Sandlin, JK Fox Ridge, LLC
Name of Transferor

Court Claim # (if known): 7-1
Amount of Claim: \$20,000,000.00
Date Claim Filed: 10/15/2012

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ James W. Anderson, Esq.
Transferee/Transferee's Agent

Date: June 10, 2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Form 210B (12/09)

United States Bankruptcy Court

Central District Of Utah

In re VS Fox Ridge, LLC, Case No. 12-28001

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 7-1 (if known) was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on (date). 6/10/14.

Julie Sandlin, Kinnon Sandlin, and JK Fox Ridge, LLC
Name of Alleged Transferor

TM Assets, LLC
Name of Transferee

Address of Alleged Transferor:
c/o Traverse Mtn. Properties
3940 N Traverse Mountain Blvd.
Suite 200
Lehi, UT 84043

Address of Transferee:
1155 East 2100 South STE 636
Salt Lake City, UT 84106

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

AGREEMENT

THIS AGREEMENT (the “Agreement”), dated as of the 15th day of May, 2013, is made and entered into by and among RR Penga, LLC, a Utah limited liability company (“RR Penga”), and Julie Sandlin, Kinnon Sandlin and JK Fox Ridge, LLC, a Utah limited liability company (collectively, “Borrowers”).

RECITALS

Redacted

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, Borrowers and RR Penga agree as follows:

1. Borrowers hereby transfer and assign to RR Penga’s designee, TMH, LLC, a Utah limited liability company (“TMH”), absolutely, and not as collateral, all of the following

interests and assets (the "Assigned Interests"):

(f) all of Borrowers' claims and rights to receive distributions from the bankruptcy cases of VS Fox Ridge, LLC (Bankruptcy No. 12-28001) and Stephen and Victoria Christensen (Bankruptcy No. 12-28010), including, without limitation, Borrowers' share of Claim No. 7-1 filed in the VS Fox Ridge case and Claim No. 11-1 filed in the Stephen and Victoria Christensen case and rights to distributions with respect thereto;

2. Borrowers represent and warrant that (a) they are the owners of all right, title and interest in and with respect to each of the Assigned Interests, free and clear of any security interests, liens or encumbrances other than those in favor of RR Penga; and (b) each Borrower has the right, power and authority to sell, transfer and assign the Assigned Interests to TMH.

8. Borrowers each hereby waive and release RR Penga from any and all claims, obligations, defenses, setoffs, damages, losses, liabilities, costs or expenses (including attorneys' fees) whatsoever, whether known or unknown, including, without limitation, those arising out of or related in any manner to the Judgment or to the loan from KeyBank.

9. Borrowers each acknowledge and agree that RR Penga is relying on the representations, warranties, covenants, waivers, releases, acknowledgments and agreements contained herein in entering into this Agreement and that RR Penga would not be willing to enter into this Agreement without such representations, warranties, covenants, waivers, releases, acknowledgments and agreements.

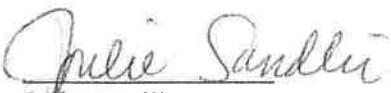
10. Borrowers have been advised that he should consult with an attorney with respect to this Agreement and hereby acknowledges that they have had the opportunity to do so.

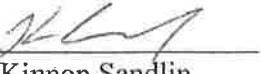
11. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Each party may rely on facsimile signatures of the other party as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

RR Penga, LLC,
a Utah limited liability company

By: JJP 
Its:


Julie Sandlin


Kinnon Sandlin

JK Fox Ridge, LLC,
a Utah limited liability company

By: JL
Its: Manager

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale is from Julie Sandlin, Kinnon Sandlin and JK Fox Ridge, LLC, a Utah limited liability company ("Sellers") to TMH, LLC, a Utah limited liability company ("Buyer").

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Sellers, Sellers hereby sell, assign, transfer, and convey to Buyer all of Sellers' right, title and interest in and to the following assets (the "Assets"):

(1) all of
borrowers claims and rights to receive distributions from the bankruptcy cases of VS Fox
Ridge, LLC (Bankruptcy No. 12-28001) and Stephen and Victoria Christensen (Bankruptcy No.
12-28010), including, without limitation, Borrowers' share of Claim No. 7-1 filed in the VS Fox
Ridge case and Claim No. 11-1 filed in the Stephen and Victoria Christensen case and rights to
distributions with respect thereto;

Sellers each hereby represent and warrant that (a) Sellers are the owners of all of the Assets; (b) all of the Assets are free and clear of any security interests, claims, liens and encumbrances; (c) there is no suit, action, legal, administrative or other proceeding or governmental investigation pending or threatened against Sellers regarding the Assets; and (d) Sellers have the authority to sell and assign all of the Assets to Buyer.

Sellers agree to execute such other documents as may be reasonably requested by Buyer to effectuate the assignments, transfers and conveyances contemplated hereby.

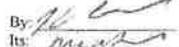
Buyer is not assuming any liabilities or obligations of Sellers whatsoever.

DATED this 22 day of August, 2013.


Julie Sandlin

JK Fox Ridge, LLC,
a Utah limited liability company


Kinnon Sandlin

By: 
Its: 

Amendment to Agreement

The agreement by and between RR Penga, LLC, a Utah limited liability company ("RR Penga"), and Julie Sandlin, Kinnon Sandlin and JK Foxridge, LLC, a Utah limited liability company (collectively, "Borrowers"), signed on August 22, 2013 is amended as follows:

TM Assets, LLC becomes the Utah limited liability company designated by RR Penga, LLC in section one of the agreement. All references to TMH, LLC in the agreement are substituted with TM Assets, LLC.

RR Penga and Borrowers, hereby agree and give consent to this change.

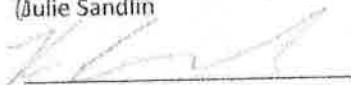
RR Penga, LLC,
a Utah limited liability company

By:  Date 10-1-13

Its: JP


Julie L. Sandlin

Date 10-1-13


Kinnon Sandlin

Date 10-1-13

JK Fox.Ridge, LLC,
a Utah limited liability company

By:  Date 10-1-13

Its: 